

# Attachment 1

**Attachment 1**

**List of Individuals Who Excluded Themselves from Damages Class**

Vladimir Nikolayev

Crystal Spaulding

# Attachment 2

**Vancouver Housing Authority Public Housing Inventory By Project, Unit Number & Address Governed by Settlement Agreement, as of July 31, 2015**

<b>Project</b>	<b>Unit #</b>	<b>Address</b>	<b>BR</b>	<b>Type</b>
8-1	500001	508 OMAHA WAY	1	2+
8-1	500002	510 OMAHA WAY	1	2+
8-1	500003	514 OMAHA WAY	1	2+
8-1	500004	512 OMAHA WAY	1	2+
8-1	500005	518 OMAHA WAY	1	2+
8-1	500006	520 OMAHA WAY	1	2+
8-1	500007	524 OMAHA WAY	1	2+
8-1	500008	522 OMAHA WAY	1	2+
8-1	500009	600 OMAHA WAY	1	2+
8-1	500010	604 OMAHA WAY	1	2+
8-1	500011	606 OMAHA WAY	1	2+
8-1	500012	602 OMAHA WAY	1	2+
8-1	500013	608 OMAHA WAY	1	2+
8-1	500014	610 OMAHA WAY	1	2+
8-1	500015	614 OMAHA WAY	1	2+
8-1	500016	612 OMAHA WAY	1	2+
8-1	500017	618 OMAHA WAY	2	4PLEX
8-1	500018	616 OMAHA WAY	2	4PLEX
8-1	500019	622 OMAHA WAY	2	4PLEX
8-1	500020	620 OMAHA WAY	2	4PLEX
8-1	500021	624 OMAHA WAY	3	2+
8-1	500022	626 OMAHA WAY	3	2+
8-1	500023	628 OMAHA WAY	3	2+
8-1	500024	629 COUNCIL BLUFFS WAY	3	2+
8-1	500025	627 COUNCIL BLUFFS WAY	3	2+
8-1	500026	625 COUNCIL BLUFFS WAY	3	2+
8-1	500027	623 COUNCIL BLUFFS WAY	4	2+
8-1	500028	621 COUNCIL BLUFFS WAY	4	2+
8-1	500029	613 COUNCIL BLUFFS WAY	2	4PLEX
8-1	500030	617 COUNCIL BLUFFS WAY	2	4PLEX
8-1	500031	619 COUNCIL BLUFFS WAY	2	4PLEX
8-1	500032	615 COUNCIL BLUFFS WAY	2	4PLEX
8-1	500033	611 COUNCIL BLUFFS WAY	3	2+
8-1	500034	609 COUNCIL BLUFFS WAY	3	2+
8-1	500035	605 COUNCIL BLUFFS WAY	2	2+
8-1	500036	603 COUNCIL BLUFFS WAY	2	2+
8-1	500037	523 COUNCIL BLUFFS WAY	3	2+
8-1	500038	521 COUNCIL BLUFFS WAY	3	2+
8-1	500039	515 COUNCIL BLUFFS WAY	3	2+

**Vancouver Housing Authority Public Housing Inventory By Project, Unit Number & Address Governed by Settlement Agreement, as of July 31, 2015**

<b>Project</b>	<b>Unit #</b>	<b>Address</b>	<b>BR</b>	<b>Type</b>
8-1	500040	513 COUNCIL BLUFFS WAY	3	2+
8-1	500041	505 COUNCIL BLUFFS WAY	4	2+
8-1	500042	503 COUNCIL BLUFFS WAY	4	2+
8-1	500043	6604 WICHITA DRIVE	1	2+
8-1	500044	513 OMAHA WAY	1	2+
8-1	500045	515 OMAHA WAY	1	2+
8-1	500046	6606 WICHITA DRIVE	1	2+
8-1	500047	519 OMAHA WAY	1	2+
8-1	500048	517 OMAHA WAY	1	2+
8-1	500049	521 OMAHA WAY	1	2+
8-1	500050	523 OMAHA WAY	1	2+
8-1	500051	601 OMAHA WAY	1	2+
8-1	500052	603 OMAHA WAY	1	2+
8-1	500053	607 OMAHA WAY	1	2+
8-1	500054	605 OMAHA WAY	1	2+
8-1	500055	610 COUNCIL BLUFFS WAY	1	2+
8-1	500056	609 OMAHA WAY	1	2+
8-1	500057	611 OMAHA WAY	1	2+
8-1	500058	612 COUNCIL BLUFFS WAY	1	2+
8-1	500059	602 COUNCIL BLUFFS WAY	1	2+
8-1	500060	608 COUNCIL BLUFFS WAY	1	2+
8-1	500061	606 COUNCIL BLUFFS WAY	1	2+
8-1	500062	604 COUNCIL BLUFFS WAY	1	2+
8-1	500063	520 COUNCIL BLUFFS WAY	1	2+
8-1	500064	522 COUNCIL BLUFFS WAY	1	2+
8-1	500065	526 COUNCIL BLUFFS WAY	1	2+
8-1	500066	524 COUNCIL BLUFFS WAY	1	2+
8-1	500077	416 COUNCIL BLUFFS WAY	2	2+
8-1	500078	414 COUNCIL BLUFFS WAY	2	2+
8-1	500079	410 COUNCIL BLUFFS WAY	3	2+
8-1	500080	408 COUNCIL BLUFFS WAY	3	2+
8-1	500081	402 COUNCIL BLUFFS WAY	3	2+
8-1	500082	400 COUNCIL BLUFFS WAY	3	2+
8-1	500083	320 COUNCIL BLUFFS WAY	2	2+
8-1	500084	318 COUNCIL BLUFFS WAY	2	2+
8-1	500085	312 COUNCIL BLUFFS WAY	3	2+
8-1	500086	310 COUNCIL BLUFFS WAY	3	2+
8-1	500087	306 COUNCIL BLUFFS WAY	2	2+
8-1	500088	304 COUNCIL BLUFFS WAY	2	2+

**Vancouver Housing Authority Public Housing Inventory By Project, Unit Number & Address Governed by Settlement Agreement, as of July 31, 2015**

<b>Project</b>	<b>Unit #</b>	<b>Address</b>	<b>BR</b>	<b>Type</b>
8-1	500089	300 COUNCIL BLUFFS WAY	3	2+
8-1	500090	222 COUNCIL BLUFFS WAY	3	2+
8-1	500091	218 COUNCIL BLUFFS WAY	3	2+
8-1	500092	215 OMAHA WAY	3	2+
8-1	500093	223 OMAHA WAY	3	2+
8-1	500094	301 OMAHA WAY	3	2+
8-1	500095	307 OMAHA WAY	3	2+
8-1	500096	309 OMAHA WAY	3	2+
8-1	500097	319 OMAHA WAY	3	2+
8-1	500098	321 OMAHA WAY	3	2+
8-1	500099	401 OMAHA WAY	3	2+
8-1	500100	403 OMAHA WAY	3	2+
8-1	500101	409 OMAHA WAY	2	2+
8-1	500102	411 OMAHA WAY	2	2+
8-1	500103	415 OMAHA WAY	2	2+
8-1	500104	417 OMAHA WAY	2	2+
8-1	500107	419 COUNCIL BLUFFS WAY	3	2+
8-1	500108	6707 WICHITA DRIVE	3	2+
8-1	500109	6711 WICHITA DRIVE	2	2+
8-1	500110	6713 WICHITA DRIVE	2	2+
8-1	500111	313 COUNCIL BLUFFS WAY	3	2+
8-1	500112	311 COUNCIL BLUFFS WAY	3	2+
8-1	500113	307 COUNCIL BLUFFS WAY	3	2+
8-1	500114	305 COUNCIL BLUFFS WAY	3	2+
8-1	500115	303 COUNCIL BLUFFS WAY	4	2+
8-1	500116	301 COUNCIL BLUFFS WAY	4	2+
8-1	500117	221 COUNCIL BLUFFS WAY	3	2+
8-1	500118	219 COUNCIL BLUFFS WAY	3	2+
8-1	500119	6704 MISSOURI DRIVE	2	4PLEX
8-1	500120	213 COUNCIL BLUFFS WAY	2	4PLEX
8-1	500121	215 COUNCIL BLUFFS WAY	2	4PLEX
8-1	500122	6706 MISSOURI DRIVE	2	4PLEX
8-1	500123	6703 MISSOURI DRIVE	3	2+
8-1	500124	6701 MISSOURI DRIVE	3	2+
8-1	500125	6615 MISSOURI DRIVE	3	2+
8-1	500126	6613 MISSOURI DRIVE	3	2+
8-1	500127	6609 MISSOURI DRIVE	3	2+
8-1	500128	200 OMAHA WAY	3	2+
8-1	500129	204 OMAHA WAY	3	2+

**Vancouver Housing Authority Public Housing Inventory By Project, Unit Number & Address Governed by Settlement Agreement, as of July 31, 2015**

<b>Project</b>	<b>Unit #</b>	<b>Address</b>	<b>BR</b>	<b>Type</b>
8-1	500130	206 OMAHA WAY	3	2+
8-1	500131	208 OMAHA WAY	4	2+
8-1	500132	210 OMAHA WAY	4	2+
8-1	500133	212 OMAHA WAY	2	4PLEX
8-1	500134	216 OMAHA WAY	2	4PLEX
8-1	500135	218 OMAHA WAY	2	4PLEX
8-1	500136	214 OMAHA WAY	2	4PLEX
8-1	500137	220 OMAHA WAY	4	2+
8-1	500138	222 OMAHA WAY	4	2+
8-1	500139	302 OMAHA WAY	3	2+
8-1	500140	304 OMAHA WAY	3	2+
8-1	500141	308 OMAHA WAY	3	2+
8-1	500142	310 OMAHA WAY	3	2+
8-1	500143	314 OMAHA WAY	3	2+
8-1	500144	316 OMAHA WAY	3	2+
8-1	500145	322 OMAHA WAY	3	2+
8-1	500146	400 OMAHA WAY	3	2+
8-1	500147	404 OMAHA WAY	4	2+
8-1	500148	406 OMAHA WAY	4	2+
8-1	500149	410 OMAHA WAY	4	2+
8-1	500150	412 OMAHA WAY	4	2+

# Attachment 3

**Vancouver Housing Authority Covered Housing Inventory By Project, Unit Number & Address Governed by Settlement Agreement, as of July 31, 2015**

<b>Project</b>	<b>Unit #</b>	<b>Address</b>	<b>BR</b>	<b>Type</b>
8-3	500251	1902-A W. 31ST ST.	4	2+
8-3	500252	1902-B W. 31ST ST.	4	2+
8-3	500253	1904-B W. 31ST ST.	4	2+
8-3	500254	1904-A W. 31ST ST.	4	2+
8-3	500255	1908 W. 31ST ST.	5	SF
8-3	500256	1910 W. 31ST ST.	5	SF
8-3	500257	1912-B W. 31ST ST.	2	2+
8-3	500258	1912-A W. 31ST ST.	2	2+
8-3	500259	1918-B W. 31ST ST.	2	2+
8-3	500260	1918-A W. 31ST ST.	2	2+
8-3	500261	1916-B W. 31ST ST.	3	2+
8-3	500262	1916-A W. 31ST ST.	3	2+
8-3	500263	1922-B W. 31ST ST.	3	2+
8-3	500264	1922-A W. 31ST ST.	3	2+
8-3	500265	1924-B W. 31ST ST.	2	2+
8-3	500266	1924-A W. 31ST ST.	2	2+
8-3	500267	1926-B W. 31ST ST.	2	2+
8-3	500268	1926-A W. 31ST ST.	2	2+
8-3	500269	1915-A W. 31ST ST.	2	2+
8-3	500270	1915-B W. 31ST ST.	2	2+
8-3	500271	1915-C W. 31ST ST.	2	2+
8-3	500272	1915-D W. 31ST ST.	2	2+
8-3	500273	1915-E W. 31ST ST.	2	2+
8-3	500274	1915-F W. 31ST ST.	2	2+
8-3	500275	1915-G W. 31ST ST.	2	2+
8-3	500276	1915-H W. 31ST ST.	2	2+
8-3	500277	1915-I W. 31ST ST.	2	2+
8-3	500278	1915-J W. 31ST ST.	2	2+
8-3	500279	1915-K W. 31ST ST.	2	2+
8-3	500280	1915-L W. 31ST ST.	2	2+
8-3	500281	3805 HAZELWOOD DRIVE	2	4PLEX
8-3	500282	3809 HAZELWOOD DRIVE	2	4PLEX
8-3	500283	3807 HAZELWOOD DRIVE	2	4PLEX
8-3	500284	3811 HAZELWOOD DRIVE	2	4PLEX
8-3	500285	3813 HAZELWOOD DRIVE	2	4PLEX
8-3	500286	3817 HAZELWOOD DRIVE	2	4PLEX
8-3	500287	3815 HAZELWOOD DRIVE	2	4PLEX
8-3	500288	3819 HAZELWOOD DRIVE	2	4PLEX
8-3	500289	3204-A STAPLETON ROAD	2	2+

**Vancouver Housing Authority Covered Housing Inventory By Project, Unit Number & Address Governed by Settlement Agreement, as of July 31, 2015**

<b>Project</b>	<b>Unit #</b>	<b>Address</b>	<b>BR</b>	<b>Type</b>
8-3	500290	3204-B STAPLETON ROAD	2	2+
8-3	500291	3204-C STAPLETON ROAD	2	2+
8-3	500292	3204-D STAPLETON ROAD	2	2+
8-3	500293	3204-E STAPLETON ROAD	2	2+
8-3	500294	3204-F STAPLETON ROAD	2	2+
8-3	500295	3204-G STAPLETON ROAD	2	2+
8-3	500296	3204-H STAPLETON ROAD	2	2+
8-3	500297	3204-I STAPLETON ROAD	2	2+
8-3	500298	3204-J STAPLETON ROAD	2	2+
8-3	500299	3204-K STAPLETON ROAD	3	2+
8-3	500300	3204-L STAPLETON ROAD	3	2+

**Vancouver Housing Authority Covered Housing Inventory By Project, Unit Number & Address Governed by Settlement Agreement, as of July 31, 2015**

<b>Project</b>	<b>Unit #</b>	<b>Address</b>	<b>BR</b>	<b>Type</b>
8-4	500333	1311 Z STREET	1	2+
8-4	500334	1313 Z STREET	1	2+
8-4	500335	1315 Z STREET	1	2+
8-4	500336	1317 Z STREET	1	2+
8-4	500337	1319 Z STREET	2	2+
8-4	500338	1321 Z STREET	2	2+
8-4	500339	1323 Z STREET	2	2+
8-4	500340	1325 Z STREET	2	2+
8-4	500351	3510 NE 54TH ST APT A	1	2+
8-4	500352	3510 NE 54TH ST APT B	1	2+
8-4	500353	3510 NE 54TH ST APT C	1	2+
8-4	500354	3510 NE 54TH ST APT D	1	2+
8-4	500355	3510 NE 54TH ST APT E	1	2+

**Vancouver Housing Authority Covered Housing Inventory By Project, Unit Number & Address Governed by Settlement Agreement, as of July 31, 2015**

<b>Project</b>	<b>Unit #</b>	<b>Address</b>	<b>BR</b>	<b>Type</b>
8-5	500362	14203 NE 14TH ST.	2	2+
8-5	500363	14201 NE 14TH ST.	2	2+
8-5	500364	1400 NE 142ND AVE.	2	2+
8-5	500365	1402 NE 142ND AVE.	2	2+
8-5	500366	1414 NE 142ND AVE.	3	2+
8-5	500367	1412 NE 142ND AVE.	3	2+
8-5	500377	1412 Z STREET	2	2+
8-5	500378	1414 Z STREET	2	2+
8-5	500379	1416 Z STREET	2	3PLEX
8-5	500380	1418 Z STREET	2	3PLEX
8-5	500381	1420 Z STREET	2	3PLEX

**Vancouver Housing Authority Covered Housing Inventory By Project, Unit Number & Address Governed by Settlement Agreement, as of July 31, 2015**

<b>Project</b>	<b>Unit #</b>	<b>Address</b>	<b>BR</b>	<b>Type</b>
8-7	500392	3504A NE 54TH ST.	2	4PLEX
8-7	500393	3504B NE 54TH ST.	2	4PLEX
8-7	500394	3504C NE 54TH ST.	2	4PLEX
8-7	500395	3504D NE 54TH ST.	2	4PLEX
8-7	500396	3506A NE 54TH ST.	2	2+
8-7	500397	3506B NE 54TH ST.	2	2+
8-7	500398	8815A NE 15TH AVE.	2	4PLEX
8-7	500399	8815B NE 15TH AVE.	2	4PLEX
8-7	500400	8815C NE 15TH AVE.	2	4PLEX
8-7	500401	8815D NE 15TH AVE.	2	4PLEX
8-7	500402	8817A NE 15TH AVE.	2	3PLEX
8-7	500403	8817B NE 15TH AVE.	2	3PLEX
8-7	500404	8817C NE 15TH AVE.	2	3PLEX
8-7	500405	8819A NE 15TH AVE.	2	2+
8-7	500406	8819B NE 15TH AVE.	2	2+
8-7	500407	11207E NE 49TH ST.	3	5PLEX
8-7	500408	11207D NE 49TH ST.	2	5PLEX
8-7	500409	11207C NE 49TH ST.	2	5PLEX
8-7	500410	11207B NE 49TH ST.	2	5PLEX
8-7	500411	11207A NE 49TH ST.	2	5PLEX
8-7	500412	11307D NE 49TH ST.	2	4PLEX
8-7	500413	11307C NE 49TH ST.	2	4PLEX
8-7	500414	11307B NE 49TH ST.	2	4PLEX
8-7	500415	11307A NE 49TH ST.	2	4PLEX
8-7	500416	11303D NE 49TH ST.	2	4PLEX
8-7	500417	11303C NE 49TH ST.	2	4PLEX
8-7	500418	11303B NE 49TH ST.	2	4PLEX
8-7	500419	11303A NE 49TH ST.	2	4PLEX
8-7	500420	11205A NE 49TH ST.	2	4PLEX
8-7	500421	11205B NE 49TH ST.	2	4PLEX
8-7	500422	11205C NE 49TH ST.	2	4PLEX
8-7	500423	11205D NE 49TH ST.	3	4PLEX
8-7	500424	11209A NE 49TH ST.	2	3PLEX
8-7	500425	11209B NE 49TH ST.	2	3PLEX
8-7	500426	11209C NE 49TH ST.	2	3PLEX
8-7	500427	519 SE 132ND AVE	2	2+
8-7	500428	517 SE 132ND AVE	3	2+
8-7	500429	603 SE 132ND AVE	2	2+
8-7	500430	605 SE 132ND AVE	2	2+

**Vancouver Housing Authority Covered Housing Inventory By Project, Unit Number & Address Governed by Settlement Agreement, as of July 31, 2015**

<b>Project</b>	<b>Unit #</b>	<b>Address</b>	<b>BR</b>	<b>Type</b>
8-7	500431	607 SE 132ND AVE	2	2+
8-7	500432	609 SE 132ND AVE	3	2+
8-7	500433	613 SE 132ND AVE	3	2+
8-7	500434	611 SE 132ND AVE	3	2+
8-7	500435	615 SE 132ND AVE	2	2+
8-7	500436	617 SE 132ND AVE	2	2+
8-7	500437	621 SE 132ND AVE	3	2+
8-7	500438	619 SE 132ND AVE	2	2+
8-7	500439	1404 NE 142ND AVE	3	2+
8-7	500440	1406 NE 142ND AVE	2	2+
8-7	500441	1408 NE 142ND AVE	2	2+
8-7	500442	1410 NE 142ND AVE	2	2+
8-7	500443	14106A NE 10TH ST.	2	2+
8-7	500444	14106B NE 10TH ST.	2	2+
8-7	500445	14112A NE 10TH ST.	2	2+
8-7	500446	14112B NE 10TH ST.	2	2+
8-7	500447	1010A NE 142ND AVE	2	5PLEX
8-7	500448	1010B NE 142ND AVE	2	5PLEX
8-7	500449	1010C NE 142ND AVE	2	5PLEX
8-7	500450	1010D NE 142ND AVE	2	5PLEX
8-7	500451	1010E NE 142ND AVE	2	5PLEX

**Vancouver Housing Authority Covered Housing Inventory By Project, Unit Number & Address Governed by Settlement Agreement, as of July 31, 2015**

<b>Project</b>	<b>Unit #</b>	<b>Address</b>	<b>BR</b>	<b>Type</b>
8-8	500452	1800 CARLSON ROAD	2	2+
8-8	500453	1802 CARLSON ROAD	2	2+
8-8	500454	1804 CARLSON ROAD	2	2+
8-8	500455	1806 CARLSON ROAD	2	2+
8-8	500456	1801 CARLSON ROAD	2	2+
8-8	500457	1803 CARLSON ROAD	2	2+
8-8	500458	1805 CARLSON ROAD	2	2+
8-8	500459	1807 CARLSON ROAD	2	2+
8-8	500460	1809 CARLSON ROAD	2	2+
8-8	500461	1811 CARLSON ROAD	2	2+
8-8	500462	1813 CARLSON ROAD	2	2+
8-8	500463	1815 CARLSON ROAD	2	2+
8-8	500464	1817 CARLSON ROAD	2	2+
8-8	500465	1819 CARLSON ROAD	2	2+
8-8	500466	1821 CARLSON ROAD	2	2+
8-8	500467	1823 CARLSON ROAD	2	2+
8-8	500468	1825 CARLSON ROAD	3	2T
8-8	500469	1827 CARLSON ROAD	3	2T

# Attachment 4

# Notice of Right to Class Action Settlement Payment

*McCullum et al. v. Vancouver Housing Authority, No. 3:15-cv-05150-RBL*

To: [Tenant Name] [Date]  
[Street Address]  
[City], [State], [Zip Code] VHA Resident ID: [Resident ID]

**Read this notice carefully.** This notice tells you whether you can expect a settlement payment and/or a credit towards a debt you currently owe the Vancouver Housing Authority (“VHA”) as a result of a class action lawsuit. It also explains how to appeal if you think a mistake was made in calculating your settlement share, settlement payment or credit or setoff, or you deny owing a debt to VHA. **All appeals must be received by [Date].**

**Why am I getting this notice?** Although VHA denies any wrongdoing, the parties recently settled a class action lawsuit. As part of the settlement, VHA agreed to make payments to certain tenants who lived in its Public Housing between April 1, 2004 and April 30, 2011 or to credit such payments to debts allegedly owed VHA. The Court has approved the Settlement Agreement. More information about the lawsuit and settlement is available at [www.columbialegal.org/vha-class-settlement](http://www.columbialegal.org/vha-class-settlement).

**Will all tenants get a settlement payment or credit?** Most, but not all, class members are entitled to a payment from the settlement fund. There are some tenants who are not entitled to a settlement share or who will not get a settlement payment because they already received rent refunds or credits exceeding what they would otherwise be owed under the Settlement Agreement.

**What settlement payment or credit will I receive?** The amount of your settlement payment or your credit is shown on the Settlement Information Table at the end of this document.

**When will I get my settlement payment?** VHA will mail your settlement check, if any, within the next 60 days unless you appeal, in which case checks will be mailed after the appeal has been resolved. You or your attorney may want to review the Settlement Agreement or check with Class Counsel before filing an appeal to find out how long this might delay disbursement of your settlement check.

**Important:** If you have moved, please provide your current mailing address to VHA by calling (360) 993-9526.

**What can I do if I think these amounts are wrong?** Your share of the settlement fund has been approved by the Court. You can only contest these amounts if:

(1) there was a material mistake in VHA’s records concerning the dates and duration of your tenancy, the units you rented, or the refunds or credits you got, if any, in January 2010, February 2010, or March 2011 (see the Settlement Information Table at the end of this document for these material facts);

## Notice of Right to Class Action Settlement Payment

*McCullum et al. v. Vancouver Housing Authority*, No. 3:15-cv-05150-RBL

(2) you dispute the amount of any setoff that VHA made in March 2011 or plans to take against your share of the settlement fund based on a debt allegedly owed to VHA as shown on the Settlement Information Table at the end of this document. You cannot appeal a debt previously upheld by a court or VHA hearing officer, or where you previously executed a written repayment agreement acknowledging the debt; or

(3) you can show there was a mathematical error in determining your Settlement Payment.

**How do I appeal and what is the deadline for doing so?** If you wish to appeal, you must complete the enclosed Appeal Form and deliver it to VHA by personal delivery, mail, fax, or email by [Date]. VHA's contact information is provided in the Appeal Form instructions.

**What happens if I appeal?** You **must** attempt to resolve your appeal by meeting with VHA informally without the necessity of a court hearing. VHA will contact you to schedule this meeting. You may ask to examine any VHA documents directly relevant to your appeal before the meeting. At the conclusion of the settlement meeting, VHA will prepare a report of the outcome of the meeting signed by all the parties and give you a copy. If a settlement is reached at the meeting, it will be reflected in the report, and the appeal is terminated. If the meeting did not resolve the appeal, the report will explain how you can submit your appeal to the Court.

**Where can I get advice about whether to appeal?** Before appealing, you may wish to seek free legal advice by calling the Northwest Justice Project CLEAR Hotline toll-free at 1-888-201-1014 weekdays between 9:00 A.M. and 12:00 Noon or by completing an online application at <http://nwjustice.org/clear-online>. You should also check for further information on the website of Columbia Legal Services, who was appointed Class Counsel: [www.columbialegal.org/vha-class-settlement](http://www.columbialegal.org/vha-class-settlement).

**What happens to my settlement payment if I am now divorced? What happens if a tenant has died?** If you were married between April 1, 2004 and April 30, 2011 and are now divorced, or if a tenant has died, your former spouse, or the deceased tenant's estate, heirs or successors, may be able to claim all or part of the settlement payment as explained in the Settlement Agreement. All settlement payments that are unclaimed will be considered abandoned property and handled in accordance with chapter 63.29 RCW.

**Who can I contact if I have questions about this notice?** If you have questions, you may contact Columbia Legal Services (Class Counsel) at the number below or email them at [vha.class-settlement@columbialegal.org](mailto:vha.class-settlement@columbialegal.org). The Settlement Agreement and other documents concerning this class action lawsuit are available on their website at [www.columbialegal.org/vha-class-settlement](http://www.columbialegal.org/vha-class-settlement).

# Notice of Right to Class Action Settlement Payment

*McCullum et al. v. Vancouver Housing Authority, No. 3:15-cv-05150-RBL*

## Settlement Information Table

[Resident Name]	Resident ID: [Resident ID]
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### I. MATERIAL FACTS USED TO CALCULATE CLAIM:

#### Last Occupied Unit:

Unit Id: [Unit Id]	Address: [Address]
Move In: [Move In]	Move Out: [Move Out]

#### Previous Units Occupied, If Any:

Unit Id: [Unit Id]	Address: [Address]
Move In: [Move In]	Move Out: [Move Out]

Unit Id: [Unit Id]	Address: [Address]
Move In: [Move In]	Move Out: [Move Out]

### II. TOTAL CLAIM BASED ON PLAINTIFFS' THEORY OF THE CASE: [Total Claim]

### III. ADJUSTMENTS TO CLAIM (for all units):

January 2010 Refund:	[Jan. 2010 Refund]
February 2010 Refund:	[Feb. 2010 Refund]
March 2010 Refund:	[March 2010 Refund]
March 2011 Setoff:	[March 2011 Setoff]
Total Adjustments:	[Total Adjustments]

### IV. TOTAL CLAIM AFTER ADJUSTMENTS: [Total Claim] – [Total Adjustments] = [Balance]

### V. CALCULATION OF SETTLEMENT PAYMENT:

Settlement Share (59% of Total Claim After Adjustments):	[Settlement Share]
Credit or Setoff (toward debt claimed by VHA):	[AR]
<b>Settlement Payment (if any):</b>	<b>[Payment]</b>

*If you think the above information is incorrect, you can appeal. To do so, you must complete and deliver the enclosed appeal form to VHA by [date].*  
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**Questions? Call 1-800-260-6260 ext. 153 Toll Free, or Visit  
[www.columbialegal.org/vha-class-settlement](http://www.columbialegal.org/vha-class-settlement)**

# Attachment 5

# Notice of Final Settlement

*McCullum et al. v. Vancouver Housing Authority*, No. 3:15-cv-05150-RBL

On [INSERT DATE], Judge Ronald B. Leighton of the United States District Court for the Western District of Washington approved a settlement in the class action lawsuit known as *McCullum, et al v. Vancouver Housing Authority*, No. 3:15-cv-05150-RBL. This notice summarizes the non-monetary relief provisions of the settlement. The settlement was reached to avoid the costs and uncertainties of litigation; it does not mean VHA violated any law or did anything wrong.

These provisions of the Settlement Agreement and Final Order and Judgment will be in effect until **[48 MONTHS FROM EFFECTIVE DATE]**. They apply to all Public Housing owned by VHA, as well as certain “Covered Housing” units owned by VHA. “Covered Housing” means those housing units that used to be Public Housing, but are now subsidized through project-based vouchers instead. A list of Covered Housing is posted at VHA’s main office and on its website. Some of these provisions apply only to Public Housing units and not to Covered Housing units.

## **MAJOR TERMS OF THE SETTLEMENT**

### **(1) Annual Utility Allowance Review (Public Housing and Covered Housing)**

VHA will annually review its utility allowances, taking into consideration any changes in applicable utility rates and the relevant factors set out in HUD regulations. VHA will adjust these utility allowances to account for utility rate changes that occurred since the last adjustment. After this review, VHA will post information on its website demonstrating that it completed the required review and what action, if any, it took as a result of the review.

### **(2) Rate Changes Between Annual Reviews (Public Housing Only)**

VHA will adjust its Public Housing utility allowance if there is a rate change of more than 10% between annual reviews. Adjustments to resident payments will be retroactive to the first day of the month following the month in which the last rate change taken into account in such revision became effective. No notice and comment period is required for these types of changes. There is no similar requirement for Covered Housing utility allowances.

### **(3) 60-Day Notice and Comment Period (Public Housing Only)**

VHA will not revise its estimate of reasonable consumption of utilities by energy-conservative households of modest circumstances without giving at least sixty (60) days’ written notice to tenants and an opportunity to submit written comments during a period expiring not less than thirty (30) days before the proposed effective date of the allowances or revisions. VHA will consider tenant comments before making a final decision as to whether or not to revise its utility consumption allowances. All written comments are available for inspection by Class Members.

There are no similar procedures required when VHA adjusts Covered Housing utility allowances. However, Class Members residing in Covered Housing may submit comments to the VHA Board of Commissioners before it makes a final decision whether to revise the utility allowances or not.

## **Notice of Final Settlement**

*McCullum et al. v. Vancouver Housing Authority, No. 3:15-cv-05150-RBL*

### **(4) Recordkeeping and Inspection (Public Housing and Covered Housing)**

VHA will maintain a record that documents the basis on which utility allowances are established and revised. VHA will permit residents and Class Members to inspect these records.

### **(5) Individual Relief (Public Housing and Covered Housing)**

VHA will consider requests for individual relief from Class Members who incur utility bills in excess of the applicable utility allowance. For tenants residing in Public Housing units, VHA may approve a higher allowance if the household can show reasonable grounds for a higher allowance. Reasonable grounds do not include utility use that is within the resident's control.

In addition, VHA will consider requests for individual relief from tenants in its Public Housing and Covered Housing where the household incurs utility bills in excess of the applicable utility allowance because the household includes a person with disabilities. VHA shall approve a utility allowance that is higher than the applicable allowance if a higher utility allowance is needed as a reasonable accommodation for the household member with a disability.

### **(6) Lease Provisions (Public Housing and Covered Housing)**

VHA will include the following provisions in all leases or lease amendments it enters into while the settlement is in effect:

- (a) A provision stating that the utility allowances shall be determined by VHA in accordance with HUD regulations and other requirements and that the amount of the utility allowances are subject to change in accordance with HUD requirements.
- (b) A statement of what utilities, services, and equipment are supplied by VHA without additional cost, and what utilities and appliances are paid for by the tenant.
- (c) A provision specifying the amount of the tenant's utility allowance in effect when the lease or lease amendment is executed, itemized by each tenant-paid utility.
- (d) A provision advising the tenant that should he or she incur utility billings in excess of the applicable utility allowance, the tenant may seek individual relief as discussed above. The lease shall inform the tenant of the criteria for granting and procedures for requesting such relief.

Any Class Member who is in good standing with their present lease and who asks will be given an opportunity to enter into a lease or lease addendum containing these provisions, without having to wait until his or her current lease expires or renews.

VHA will not retaliate or threaten to retaliate against any Class Member for invoking his or her rights under the Settlement Agreement or Final Order and Judgment.

## Notice of Final Settlement

*McCullum et al. v. Vancouver Housing Authority*, No. 3:15-cv-05150-RBL

### GETTING MORE INFORMATION

This notice is just a summary of some of the most important terms of the settlement. More details are in the Settlement Agreement and the Final Order and Judgment. You can view and download these documents from VHA's website at [www.columbialegal.org/vha-class-settlement](http://www.columbialegal.org/vha-class-settlement) or get a copy from Class Counsel.

A tenant who believes that VHA is violating material terms of the Final Order and Judgment should contact Columbia Legal Services, which has been appointed Class Counsel. The Settlement Agreement and Final Order and Judgment have specific procedures that must be followed to enforce their terms.

You or your attorney may contact Class Counsel by phone, mail, or email or visit its website to get more information:

Columbia Legal Services  
711 Capitol Way S., #304, Olympia, WA 98501  
1-800-260-6260 (toll-free) ext. 153  
360-943-6260 ext. 153  
Email: [vha.class-settlement@columbialegal.org](mailto:vha.class-settlement@columbialegal.org)  
Website: [www.columbialegal.org/vha-class-settlement](http://www.columbialegal.org/vha-class-settlement)

**Please do not call the Court or the Clerk of the Court for additional information about the settlement. They cannot answer your questions or provide legal advice.**